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The Solicitors' Journal and Reporter.

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CURRENT TOPICS.

MANY of the solicitor Parliamentary candidates have already
been returned. Up to Thursday morning the list included Sir
H. FOWLER, Sir A. K. ROLLIT, Sir J. T. WOODHOUSE, Mr. HELDER,
Mr. A. F. WARR, and Mr. SKEWES COX—all members of the last
Parliament. Mr. SYDNEY GEDGE (for Walsall) and Mr. DONALD
MACLEAN (for Bath) have been unsuccessful.

WE HAVE not had long to wait for a practical interpretation of
the Corrupt and Illegal Practices Prevention Act, 1895, to which
we referred last week, and which makes it an illegal practice,
for the purpose of affecting the return of any candidate, to
"make or publish any false statement of fact in relation to the
personal character or conduct of such candidate," unless the
maker or publisher of such statement can shew that he had
reasonable grounds for believing, and did believe, the statement
made by him to be true. On Wednesday last Mr. J. E. ELLIS,
a candidate for the Rushcliffe Division of Nottinghamshire,
applied to the Vacation Judge for an injunction, pursuant
to section 3 of the Act, to restrain the publication of "any
false statement of fact in relation to the personal character
or conduct of the plaintiff that, or to the effect that, during
the months of August and September, 1889, or at any
other time, the plaintiff was in correspondence with the
enemy, or is or may be found on the side of Britain's enemies,
or was or behaved or acted as a traitor, or any other state-
ments to the like effect." Mr. Justice BUCKLEY pointed out (as
Mr. Baron POLLOCK did in the case we cited last week) that the
language of the statute is "false statement of fact," and that
that phrase must be used in contrast to a false statement of
opinion. The language is not merely a "false statement," but
a "false statement of fact"; and the statement must be in
relation to the personal character or conduct of the candidate.
It must, therefore, be a false statement of fact bearing on a
candidate's character or conduct. But the placard in which the
statement was contained did not state to whom Mr. ELLIS's letter
was written; and the object of the poster, as the learned judge
held, was only to shew that Mr. ELLIS was not supporting the
Government, but seeking means for making an attack upon it—
or possibly that he was forgetful of his duty as a patriotic
Briton to support the Government. This was, in the view of
the learned judge, a statement of opinion, not of fact, and the
motion for an injunction failed.

THE APPLICATION was memorable as having given rise to Mr.
Justice BUCKLEY's first joke. It need hardly be said that the
jest, like many of the best pieces of humour, was apparently
unconscious, and the laughter with which it was greeted
must have occasioned some surprise to its author. Mr.
COWARD appeared as counsel for the defendants in the case;
and in the course of the argument, the learned judge re-
marked, "I have not to consider whether this is a libel or not.
I have to look for a false statement within the meaning of the
Act. Suppose I say a man is a coward, is that a statement of
fact?" This was a little hard on Mr. COWARD, since the intention
of the observation was to imply that a most derogatory state-
ment may be a mere matter of opinion, but counsel rose to the
occasion and at once remarked that he did not take the remark
as intended to be personal. We trust that the learned judge,
to whose excellent judicial qualities the sense of humour is
alone lacking, will be encouraged to persevere in the perpetra-
tion of equally excellent jokes.

As we do not happen to have, so far as we are aware, among
our contributors or correspondents any solicitors who have been
subject to the bankruptcy laws, we have not had forwarded to
us the circular which, according to a daily newspaper, has been
issued by the Council of the Incorporated Law Society. If

our contemporary is correctly informed, the circular runs as follows:

"I am instructed by the Council to inform you that it has been decided that practising certificates shall not, as a matter of course, be issued to solicitors who are undischarged bankrupts, or who have executed deeds of arrangement or assignment for the benefit of creditors.

"The Council have reason to believe that this regulation may affect you, and think it right to give you early notice of it."

It is further stated that this circular has been sent to all solicitors who have become bankrupt within the last eight years; though why that period should be selected as the term of limitation for purging the offence of insolvency we are not informed. Nor do we understand why only undischarged bankrupts are to be subject to refusal of their certificates, while a solicitor who has executed a deed of arrangement for the benefit of his creditors, apparently whether matters under such deed have been wound up or not, is to be subject to such refusal. Possibly, however, the daily paper referred to (which professes to know a good deal of what goes on at the Law Institution) may have got hold of an early draft of the circular.

"A MAN," according to JESSEL, M.R., in *Broder v. Sailard* (24 W. R. 1011, 2 Ch. D. 692), "is entitled to the comfortable enjoyment of his dwelling-house," and the tenant of a flat, it seems to follow, is entitled to the comfortable enjoyment of his flat. Hence the plaintiff in *Sanders-Clark v. Grosvenor Mansions Co. and D'Alessandri* (48 W. R. 570) was evidently entitled to the relief which she obtained. She rented a flat in a building owned by the first defendants, and when she took the flat there were only private residences in the building. Subsequently D'ALESSANDRI took a part of the building and used it for a restaurant, with the various accompaniments of heat, smell, and noise, and in respect of each the plaintiff found her comfortable enjoyment of her flat interfered with, and sued for an injunction accordingly. But in adjoining houses, and still more in the collection of flats which make up a mansion, "comfortable enjoyment" must be limited by the enjoyment of one's neighbour whether he enjoys his premises as a private residence or whether (if trade is permitted) he enjoys them by carrying on his trade. In *Reinhardt v. Mentasti* (38 W. R. 10, 42 Ch. D. 685) KEKEWICH, J., seems to have considered that it was immaterial to ascertain whether the defendant was enjoying his premises reasonably or not, and that he was liable to an injunction if the plaintiff was injured; if, that is, he suffered more than the annoyance which is inevitable in the case of near neighbours, however much a paternal jurisprudence may aspire to insure comfortable enjoyment for every man. There is always the chance that the next house may have a nursery or piano, which no laws can quiet. In the present case, BUCKLEY, J., seems to have been doubtful about *Reinhardt v. Mentasti*, and he considered that the legal consequences of a neighbour's user of his premises might very much depend on whether the user was reasonable or no. The noise from the restaurant he treated as a slight matter, of which the plaintiff should not complain; the smell was more serious, and was due, he held, to the defendant's unreasonable user, and the heat was held to be unjustifiable for another reason. The defendant had attached his large kitchen range to a flue which was only adapted to ordinary fires, and had as a natural result overheated the adjoining rooms. On the whole, therefore, the plaintiff got the benefit of the salutary doctrine above referred to.

A VERY important question upon the use by a local authority of lands which they have acquired compulsorily was decided by the Court of Appeal (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.J.J.) in *Attorney-General v. Hanwell Urban District Council* (48 W. R. 690). In 1881 the Brentford Union, as the then sanitary authority for the Hanwell district, acquired under section 176 of the Public Health Act, 1875, about twelve acres of land in the parish of Hanwell for the disposal of the sewage of the parish of Hanwell in their district. Section

176 of the Public Health Act, 1875, incorporates the Lands Clauses Acts, but requires the local authority before putting the compulsory powers in force to advertize "the nature of the undertaking in respect of which the lands are proposed to be taken." This requirement had been duly complied with in the present case, and the greater part of the land was used for the purpose specified. Some two acres of it, however, had been found to be unsuitable and it was proposed to erect upon them a hospital for infectious diseases. Under section 175 of the Public Health Act, 1875, lands not wanted for the purposes for which they have been acquired are, unless the Local Government Board otherwise direct, to be sold. Application was accordingly made to the Local Government Board, and, upon an inquiry being held, it was directed that the land not required for sewage purposes should be retained by the district council as a site for the proposed hospital. This order clearly went beyond the terms of the power conferred on the Local Government Board by section 175, and the question arose whether the council were at liberty to use the land in the manner intended. All that the Local Government Board are empowered to do is to declare that the land shall not be sold. It is not for them, so far as section 175 is concerned, to direct to what use, other than that originally intended, the land shall be put. It was necessary to treat the order, therefore, as simply a direction that the land should not be sold, and then to determine, apart from the remaining terms of the order, to what use the district council were entitled to put the land.

WITH REGARD to land which has been acquired compulsorily, and which is not immediately required, the general rule is that it can be used in any manner which is not an infringement of the rights of other persons and which is not incompatible with the purposes of the public body which has acquired it: see *Foster v. London Chatham and Dover Railway Co.* (48 W. R. 116; 1895, 1 Q. B. 711). But in ordinary cases the land must before many years elapse be used for the express purposes of the undertaking for which it was acquired. Otherwise it will become superfluous land and will have to be disposed of. It is this liability to be sold which in cases under the Public Health Act, 1875, is put an end to by a direction of the Local Government Board under section 175. Does, then, such a direction, in addition to enabling the local authority to retain the land, extend the rights of proprietorship so that the restrictions attending the original acquisition of the land are removed? To allow such a result would obviously be opposed to the scheme laid down in section 176 for putting the compulsory powers in force, and it was negatived both by KEKEWICH, J., and the Court of Appeal. The publication before the land is taken of the purposes for which it is required enables the landowners to judge how far they shall carry their opposition and the terms on which the land has been acquired would be seriously violated if it was allowed to be permanently devoted to a fresh purpose. The power of the local authority, said the Master of the Rolls, "to acquire land compulsorily is to acquire it for specific purposes, and I think as long as they hold it without fresh statutory authority they can only hold it for those purposes." In other words, the direction of the Local Government Board under section 175 merely relieves the local authority from the obligation to sell; it does not extend the character of the uses to which the land may be put. This seems to leave the land barren in the hands of the local authority; but that is the result of the language of section 175. It may serve the purpose of the local authority simply to keep the land unused—in order, it was suggested by the Master of the Rolls, to prevent other persons from coming in. But, however this may be, the Legislature has not sanctioned any new user of it. Section 175 is exhausted when the local authority have obtained permission to retain the land.

THE RECENT decision of the Judicial Committee of the Privy Council in *Falkingham v. Victorian Railways Commissioner* (1900, A. C. 452) affirms the useful rule that an award is not to be invalidated merely on the possibility that the arbitrator has taken into consideration other matters than those which are

referred to him. Of course if an arbitrator includes in a lump sum awarded as well items with which he is entitled to deal as other matters in respect of which he has no jurisdiction, the award is bad and will be set aside. This may happen in arbitrations where the reference is under the Lands Clauses Acts, and certain of the items which the arbitrator takes into account are not the proper subject for compensation. "If the compensation," said BLACKBURN, J., in *Duke of Buccleuch v. Metropolitan Board of Works* (L. R. 5 Ex., p. 227), "has been assessed in one sum in respect of various matters, in respect of some of which [the claimant] is entitled to compensation, and in respect of others he is not, so that it cannot be ascertained how much was given in respect of what he is entitled to, the assessment is void, and he must have the compensation in respect of those matters to which he is entitled assessed afresh." This result is inevitable unless an award is to be final whatever may be its defects, and it was repeated in the judgment delivered by Lord DAVEY in the present case. "Their lordships," he said, "agree that if a lump sum be awarded by an arbitrator, and it appear on the face of the award, or be proved by extrinsic evidence, that in arriving at the lump sum matters were taken into account which the arbitrator had no jurisdiction to consider, the award is bad." But to set aside an award on these grounds it must be made clear that the arbitrator has exceeded his jurisdiction. In the present case various claims had been made by the appellants some of which were included in the submission and reference to arbitration and others were not. At the hearing the arbitrators decided to hear all the evidence that was offered and afterwards to determine which of the matters had in fact been referred to. The award was for a lump sum and was stated to be in respect of "the matters so referred," and there was nothing on the face of the award to exclude the possibility that the arbitrators had in fact included matters which were not properly referable. It was contended that the award in consequence was bad, but this contention was rejected by the Judicial Committee. It would be contrary, it was said, to principle to hold an award bad because the possibility that matters not within the jurisdiction of the arbitrators might have been taken into account was not in terms excluded on the face of the award. The maxim "*Omnia presumuntur rite esse acta*" does not apply to give an inferior court (including an arbitrator) jurisdiction, where the jurisdiction is not shewn to exist; but where the jurisdiction exists, and it is solely a question of the jurisdiction having been exceeded, the rule applies. The award, consequently, can only be impeached by shewing that the arbitrator did in fact exceed his jurisdiction.

THE CURRENT number of the *Journal of the Society of Comparative Legislation* contains an interesting article by Professor RICHARD BROWN on Comparative Legislation in Bankruptcy. The article is a reproduction of an address delivered to the Glasgow Chartered Accountants' Students' Society. Bankruptcy, says the author, may have for its object (1) the punishment of the fraudulent debtor; (2) the reinstatement of the unfortunate but innocent debtor; or (3) the equitable distribution of the insufficient assets among all the creditors; and he tests various systems of bankruptcy law according as they emphasize one or other of these principles. Punishment comes to the front, he finds, in Continental systems, while its direct opposite—the desire to rehabilitate the debtor—is the prevailing note of the American system. "In France and Germany, and generally on the Continent of Europe, gambling and even extravagant living are criminal offences punishable with imprisonment; in the United States, on the contrary, no one can be made bankrupt against his will, and mere non-payment of debt does not form an act of bankruptcy entitling the creditors to take the estate into their own hands. The leading object of the American system is the release of the debtor from the burden of obligation—which degrades the individual and deprives him of his full status as a citizen." Professor BROWN is speaking of the new national law of bankruptcy which took effect in the United States on the 1st of July, 1898. He objects that punishment predominates in modern English bankruptcy, "although it is only fair to add that the system of distribution, though costly,

is very complete." To use the bankruptcy law as a means of punishment is, Professor BROWN points out, to do at the expense of the creditors what ought to be done under the criminal law at the cost of the estate. The true object of bankruptcy, he holds, is to secure equal distribution of the assets among the creditors, and this he finds most prominently brought out in the Scotch law. "In Scotland, distribution has clearly the first place. Punishment has no place at all, except where necessary to obtain full disclosure of the assets; while rehabilitation is a minor detail, and only exists in so far as it is entirely consistent with the interests of the creditors, who are the true owners of the property to be distributed." The system is also unofficial and inexpensive. "It is one of the distinguishing features of Scottish bankruptcy that it has no special bankruptcy officials." And Professor BROWN recounts with gusto how in the middle of the century the Scotch professional and mercantile bodies resisted the fusion of English and Scotch bankruptcy law. We might, apparently, learn something from Scotland in this matter.

THE CONTRACT ARISING UNDER A NOTICE TO TREAT.

WHEN a company or public body acting under powers for the compulsory acquisition of land serve upon an owner notice to treat under the Lands Clauses Acts, it is obvious that the relations of the parties are not those of purchaser and vendor under an ordinary agreement, yet the notice at once raises rights and obligations between the company and the owner, and there was originally a difficulty in placing these under their proper category. The question was discussed by WIGRAM, V.C., in *Walker v. Eastern Counties Railway Co.* (6 Hare, 594), and it was there held that the notice to treat constituted a contract on the part of the company to take the land, and that an action of specific performance could be brought by the landowner. In answer to the objection that the price had not been fixed, and that till ascertainment of the price an action would not lie, the Vice-Chancellor said: "The contract is a contract to purchase on the terms prescribed by the Act of Parliament, and those terms the court has the means of applying so as to get at the price."

It has been held, however, in numerous cases since that this opinion put the rights of the parties under the quasi-contract too high. Before actually giving notice to treat the company are not bound to put their compulsory powers into force, and they can, if they choose, abstain from taking any part of the land which by their special Act they are authorized to take (*Yorkshire, &c., Railway Co. v. Reg.*, 1 E. & B. 358), but when once notice to treat has been given, then they are bound to go on to take the proper proceedings for having the price ascertained, and if the owner does not elect for arbitration he can by *mandamus* require the company to issue their warrant for the summoning of a jury: *Fotherby v. Metropolitan Railway Co.* (L. R. 2 C. P. 188). But this is the whole of the right which by the mere service of the notice to treat is conferred upon him. In *Adams v. London and Blackwall Railway Co.* (2 Mac. & G. 118), accordingly, Lord COTTENHAM, C., dissented from the view taken by WIGRAM, V.C., in *Walker v. Eastern Counties Railway Co.* (*supra*). "It is," he said "quite true that, to a certain extent and for certain purposes, the compulsory taking of land under the railway Acts places the companies and the owners in the relative situation of purchasers and vendors, such, for instance, as to fixing between them the land to be taken. . . . The Act does not consider the notice as constituting a contract, but as a preliminary step bringing the parties together who are afterwards to settle the matter between them by agreement, arbitration, or the verdict of a jury."

The circumstances in *Adams v. London and Blackwall Railway Co.* made it unnecessary for Lord COTTENHAM directly to overrule the earlier decision, but the opinion which he had expressed speedily found acceptance. "The notice to treat," said KINDERSLEY, V.C., in *Haynes v. Haynes* (9 W. R. 497, 1 Drew. & Sm., p. 450), "constitutes, as between the landowner and the company, the relation of vendor and purchaser to a certain extent and for certain purposes, and some of the consequences which flow from an actual contract also follow upon a notice to treat; such as that

the particular lands which the company are to take, and which the landowner must give up to the company after certain steps prescribed by the Act shall have been taken, are fixed, and that neither party can get rid of the obligation, the one to take and the other to give up the lands specified in the notice; but in no other sense and to no further extent does the notice constitute a contract, at least on the part of the landowner."

That the view put forward in *Walker v. Eastern Counties Railway Co.* was erroneous was stated also by Lord HATHERLEY, C., in *Harding v. Metropolitan Railway Co.* (20 W. R. 321, L. R. 7 Ch., p. 158), and it was pointed out that the time at which the relation of the parties becomes that of purchaser and vendor is the ascertainment of the purchase-money. "The case," said Lord HATHERLEY, "is different when the price is ascertained, for you have then all the elements of a complete agreement, and in truth it becomes a bargain made under legislative enactment between the railway company and those over whom they were authorized to exercise their power." The view that the fixing of the price completes the contract and enables the court to grant specific performance had been expressed also by ROMILLY, M.R., in *Regent's Canal Co. v. Ware* (5 W. R. 617, 23 Beav., at p. 584), though his judgment reflects also the doctrine of *Walker v. Eastern Counties Railway Co.* The cases, he said, "establish that the notice fixes the extent of the land to be taken, and the relation of vendor and purchaser as regards that land. The only thing that remains to be done after this is the fixing the price to be paid; when this is done, the whole relation of the parties as vendor and purchaser is as fully constituted as in the case of a formal and regular agreement."

The above cases settled conclusively what was the nature of the relation between the parties constituted by a notice to treat; but this summary of the matter would not be complete without referring to the exposition of it contained in the judgment of Lord BLACKBURN in *Tiverton and North Devon Railway Co. v. Loosemore* (32 W. R. 929, 9 App. Cas., p. 493). Till the ascertainment of the price, he pointed out, the land still remains the property of the landowner, in equity as well as at law; but the company acquire the right to have the price ascertained, and for that purpose to summon a jury, and the landowner has a correlative right. If he pleases he may, at any time before the company have issued their warrant for a jury, elect to have the amount of compensation settled by a jury; and, if the company do not issue a warrant for summoning a jury, he may by *mandamus* compel them to do so. The result, therefore, of this and the other cases referred to is clear. The mere passing of the special Act authorizing the acquisition of the land imposes on the company no obligation to take the land. Upon service of notice to treat, the first step is taken which will lead to a contract, but by mere service of the notice nothing in the nature of a contract can be said to arise. From this step the company cannot recede, and if they do not take the appropriate proceedings to have the price fixed they can be compelled to do so. But so far as any contractual relation is concerned, the notice to treat does no more than specify the land in respect of which a contract may hereafter arise. When the further step has been taken of ascertaining the price to be paid, whether this is done by agreement, or by arbitration, or by the verdict of a jury, then, notwithstanding that the taking of the land is under a compulsory power, the elements of a contract are deemed to be present, and the case falls within the jurisdiction of the court with regard to specific performance.

The doctrine which has thus been established has an important bearing on the rights of the persons claiming under the landowner should he die after notice to treat and before completion of the purchase. Since there is no contract before the price has been ascertained, it follows that if the death takes place before that event, the land devolves as real estate. The subsequent ascertainment of the price and completion of the purchase do not relate back to the service of the notice to treat so as to effect a conversion of the land into personalty as from that date. This was decided by KINDERSLEY, V.C., in *Haynes v. Haynes* (*supra*). The only reason, he said, why a contract by the owner of land for the sale of it to another operates to effect conversion is, that a court of equity will compel him specifically to perform his contract. But, as already pointed out, during the period between service of the notice to treat and ascertainment of

the price, specific performance will not lie and there is consequently no conversion. It is otherwise, however, if the purchase-money has been agreed, or has been fixed before the death of the landowner. There is then a conversion of the property in the same manner as under an ordinary contract for sale, and the purchase-money is part of the personal estate. A decision to this effect, on an Act prior to the Lands Clauses Act, 1845, is to be found in *Ex parte Hawkins* (13 Sim. 569). In *Re Manchester and Southport Railway Co.* (19 Beav. 305) it does not appear when the purchase-money was ascertained, but presumably this was before the death, and here again the executors were entitled. Now that the doctrine applicable to notices to treat has been clearly established, there is no doubt that the ascertainment of the price is the critical matter in these cases.

A READING OF THE NEW STATUTES.

THE BURIAL ACT, 1900 (63 & 64 VICT. c. 15).

The Burial Act, 1890, introduces into the existing series of Burial Acts important changes with respect to the consecrated and unconsecrated portions of burial grounds, fees payable for burials, and other matters. Originally it was left to companies formed under special Acts to deal with the problem of providing increased facilities for burials, and the Cemeteries Clauses Act, 1847, was passed in order to provide, upon the lines of the Lands Clauses and other similar Acts, the various clauses usually introduced in such special Acts. The machinery of this Act has been adopted in the Public Health (Interments) Act, 1879, which confers a general power of providing cemeteries upon the local authorities to whom the Public Health Act, 1875, applies. The Burial Act, 1892, however, introduced burial boards for the metropolis, and its provisions were extended to the country generally by the Act of 1893; and under these and the subsequent amending Acts burial grounds have been largely provided.

For the present purpose it will be sufficient to notice so much of these Acts as are affected by the Burial Act, 1900. Section 9 of the Act of 1892 makes the previous approval of a Secretary of State necessary for the opening of any new burial ground, and elsewhere the machinery of the Acts is largely dependent upon an official of that rank. Many of the sections in which references to a Secretary of State occur are enumerated in the first Schedule to the present Act, and by section 4 all the powers and duties of the secretary under such sections, including the power to sanction the opening of a burial ground, are transferred to the Local Government Board. The Board, however, will not replace the Secretary of State for all purposes connected with burial boards, and the present Act expressly confers upon him various new powers.

Section 30 of the Burial Act, 1892, enables a burial board to divide a burial ground into consecrated and unconsecrated portions, and to erect suitable chapels on each, and section 32 makes the consecrated part the burial ground of the parish, and requires the incumbent to perform services and entitles him to receive fees accordingly. Power to fix and revise fees, with the consent of the bishop, is vested by sections 33 and 37 in the vestry. By section 7 of the Act of 1893 the division into consecrated and unconsecrated parts was made subject to the approval of a Secretary of State. The Act of 1894 enabled the Queen by Order in Council to confer the powers of burial boards on town councils (section 1), and by section 10 the vestry's powers of fixing and revising fees was transferred in such cases to the town council. Section 14 of the Act of 1895 excused burial boards from the obligation to build a chapel for Nonconformists when the Secretary of State, upon the representation of the vestry, declared this to be unnecessary. And section 3 of the Act of 1897 enabled burial boards, instead of dividing a burial ground into consecrated and unconsecrated portions, to provide distinct grounds, one to be consecrated and the other unconsecrated.

By the present Act the above and other sections, so far as they relate to the division of burial grounds into consecrated and unconsecrated portions and to the erection of chapels and to fees, are repealed, and upon these matters fresh provision is made. Section 1 enables the burial authority—i.e., any burial board, any council, committee, or other local authority having the powers and duties of a burial board, and any local authority maintaining a cemetery under the Public Health (Interments) Act, 1879, or under any local Act (section 11)—to apply to the bishop to consecrate any portion of the ground approved by the Secretary of State. On failure of the burial board upon request to apply to the bishop, the Secretary of State may himself do so, if he is satisfied that a reasonable number of persons locally interested in the burial ground so desire, and it then becomes the duty of the burial authority to make the necessary arrangements for consecration.

Section 2 deals with the erection of chapels. A burial authority are empowered at their own cost to erect on any part of their

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burial ground, which is not consecrated or set apart for the exclusive use of any particular denomination, any chapel which they consider necessary for the due performance of funeral services, but any chapel so erected after the passing of the Act is not to be consecrated or reserved for the exclusive use of any denomination. Chapels required for particular denominations may be erected and maintained by the burial authority, but this must be done at the request and cost of residents belonging to such denominations. If such a request is made and the estimated costs tendered to the burial authority or reasonably secured, and the burial authority fail to erect the chapel, the Secretary of State may make an order requiring compliance with the request.

It is unnecessary to give here the details of section 3, which provides for the taking of fees. The principal provision is that the burial authority are to submit to the Secretary of State a table of fees to be received by them in respect of services rendered by any minister of religion or sexton, and the Secretary of State may approve the table with or without modifications. No difference is to be allowed in respect of burial in the consecrated and unconsecrated parts of the burial ground. The fees are to be collected by the burial authority, and by them paid to the minister or sexton. Provision is made for the ultimate extinction or immediate commutation of fees now paid, a substitute for which is not provided by the table.

Section 4, which transfers certain powers and duties from the Secretary of State to the Local Government Board, has been already referred to, but section 5 confers upon the Secretary of State power to appoint a person to inquire into any matter relating to the consecration of any part of a burial ground, or the building of any chapel therein, or the fixing, varying, or commutation of fees payable to ministers of religion, ecclesiastical officers, and sextons in connection therewith, and the Secretary of State is empowered to order payment by the burial authority or other parties of the costs of the inquiry.

As already stated, the incumbent of a parish is bound to perform funeral services in a burial ground provided in his parish by a burial board under the Act of 1852, and section 7 of the present Act extends this obligation to burial grounds provided under the Public Health (Interments) Act, 1879, and the power of the burial authority to appoint a chaplain ceases. Section 8 repeals the provision of section 1 of the Burial Laws Amendment Act, 1880, requiring forty-eight hours' notice to be given of burial, and directs notice to be given at such time and to such person as the burial authority may direct. The Act is to come into operation on the 1st of January next.

REVIEWS.

PERSONAL PROPERTY.

PRINCIPLES OF THE LAW OF PERSONAL PROPERTY: INTENDED FOR THE USE OF STUDENTS IN CONVEYANCING. By the late JOSHUA WILLIAMS, Q.C. FIFTEENTH EDITION. By his Son, T. CYPRIAN WILLIAMS, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

In the preface to this edition of Williams on Personal Property the editor calls attention to the judgments delivered in the Court of Appeal in *Re Leng, Turn v. Emerson* (43 W. R. 406; 1895, 1 Ch. 652), and says that they have made it necessary to reconsider the whole subject of the order of payment of debts in administration, and that part of the chapter which deals with debts has been entirely rewritten. *Re Leng*, it will be remembered, was a decision upon the effect of section 10 of the Judicature Act, 1875, in assimilating the rules in the administration of insolvent estates to the rules in bankruptcy. The course of legislation on this subject has been, as Mr. Cyprian Williams remarks, "particularly crooked," and the difficulties of interpreting the legislation are illustrated by the fact that, since the edition was published, Cozens-Hardy, J., has in *Re Whitaker* (ante, p. 658) upset one of the conclusions which the edition incorporates, and has considered that *Re Leng* justified him in treating voluntary bonds as on a level with debts incurred for value, notwithstanding that according to the old rule they were postponed. Another point in which the editor's work is affected by a quite recent decision is the liability of a husband for his wife's torts committed during marriage. Such liability was affirmed by a Divisional Court in *Seroka v. Kattenberg* (17 Q. B. D. 177), a decision which is very successfully criticised by Mr. Cyprian Williams in an Appendix (p. 572), but the Court of Appeal have now, in *Earle v. Kingscote* (ante, p. 625), affirmed *Seroka v. Kattenberg*, and have perpetuated what seems to be bad law. This edition as a whole calls for no detailed comment. The work has fallen into the hands of an able and competent editor, and it bears marks of careful revision. It may perhaps be suggested that in connection with the statement (p. 113) that dealings with ships are exempt from stamp duty, it should be specified that they are now subject to special fees under the Merchant Shipping (Mercantile Marine Fund) Act, 1898.

ELECTION LAW.

ROGERS ON ELECTIONS. VOL. II.: PARLIAMENTARY ELECTIONS AND PETITIONS. WITH APPENDICES OF STATUTES, RULES AND FORMS. SEVENTEENTH EDITION, REVISED. By S. H. DAY, Esq., Barrister-at-Law. Stevens & Sons (Limited).

This new edition of the portion of this standard work relating to Parliamentary elections and petitions contains, in addition to some points of election law decided on the petitions presented after the last General Election, the cases on the Corrupt and Illegal Practices Prevention Act, 1895; and in the observations at p. 344A, *et seq.*, the editor has very well discussed the construction of the Act and the difficulties attending its application. He points out that "a false statement of fact" means the statement as a fact of that which is untrue, and that the mere expression of a defamatory opinion, unless coupled with the grounds upon which it was formed, is not a statement of fact. He also adds—what we have not before seen suggested—that the words in the Act, "affecting the return," seem wide enough "to include beneficial as well as prejudicial statements; a false statement of fact in favour of a candidate may have as important an influence upon the election as a derogatory statement." He has collected four cases bearing on the Act, one of them unreported, and stated from his own knowledge. We have nothing but praise for this work as a trustworthy guide for candidates and agents.

THE INTERMEDIATE EXAMINATION.

THE INTERMEDIATE LAW EXAMINATION MADE EASY: A COMPLETE GUIDE TO SELF-PREPARATION IN THE THIRTEENTH EDITION OF MR. SERJEANT STEPHENS' NEW COMMENTARIES ON THE LAWS OF ENGLAND (EXCLUDING BOOKS IV. AND VI.), BEING THE SUBJECT SELECTED FOR THE INTERMEDIATE EXAMINATIONS OF THE LAW SOCIETY. By ALBERT GIBSON. ELEVENTH EDITION. By THE AUTHOR AND ARTHUR WELDON, Solicitors. The Law Notes Publishing Offices.

A new edition of this book has been rendered necessary by the alterations in the last edition of Stephens' Commentaries, and, as the editors remark, the revision of the "points to note," given at the end of each chapter, has been a very laborious task. The book is really an excellent mode of impressing on the student, not merely the general purport, but the detailed statements, to be found in "Stephens." The student has each week's work mapped out, and is instructed first to read a chapter of "Stephens" and then go through the corresponding chapter in the guide, looking up all the points he feels doubtful about in the text-book. Then, at the end of each week, he is to work out the test paper given for that week. During his ninth week's work he is to revise Vol. I. of Stephens, paying special attention to any chapters on which he feels himself weak, and to work out a general test paper; and so also with subsequent volumes at the expiration of a fixed number of weeks. We think that a student who has complied with the directions of the book can hardly fail to have an intelligent knowledge of the contents of the text-book prescribed for the Intermediate Examination.

BOOKS RECEIVED.

Supplement to the Fourth Edition of Indermaur's Manual of Equity. 22, Chancery-lane.

CORRESPONDENCE.

THE SETTLEMENT AFTER THE WAR IN SOUTH AFRICA.

[To the Editor of the Solicitors' Journal.]

Sir,—In the remarks in your issue of the 22nd inst. upon Dr. Farrelly's book on "The Settlement after the War in South Africa," dealing with his proposal that all the proceedings in the courts should be in English, you assume that an option would be allowed to Dutch witnesses to give their evidence either in English or Dutch. You do not, however, state why such an option should be granted, and it appears difficult to suggest a sufficient reason for any such concession.

The evidence is overwhelming that sentimental laxity on the language question has been largely, if not the main cause of the growth of disloyalty in Cape Colony.

Ever since the law of 1882, by which the Dutch and English languages were put on the same level for parliamentary and public purposes, the Afrikaner Bond has, with all its intense hatred of and disloyalty to the mother country, increased in strength. No one suffered by the exclusion of Dutch prior to that date, and nothing but sheer sentimentality can have moved those who gave way to the cry for its recognition in the Cape Parliament and public offices. It is to be hoped that no such flaccidity will characterize the coming

settlement, for if it is conceded, you may make up your mind that the work of bringing together the two races into harmonious and friendly relationship will be indefinitely postponed. The same difficulty was created in Canada, Malta (where at last it has had to be overcome), Mauritius, and the Channel Islands.

So far as South Africa is concerned, the question, after all, is one upon which the Colonists themselves who have to live with the Dutch are best qualified to give an opinion, and they are unanimous in declaring that nothing will so fatally retard the future progress of that country, and the bringing together of the two races into amity and mutual respect, as any namby-pamby tinkering with the language question.

T. ROTHWELL HASLAM.

CASES OF THE WEEK.

Before the Vacation Judge.

ELLIS v. THE NATIONAL UNION OF CONSERVATIVE AND CONSTITUTIONAL ASSOCIATIONS, R. W. E. MIDDLETON, AND A. E. SOUTHALL.
2nd Oct.

PARLIAMENT—ELECTION—FALSE STATEMENTS CONCERNING CANDIDATE—INJUNCTION—CORRUPT AND ILLEGAL PRACTICES PREVENTION ACT, 1895 (58 & 59 VICT. C. 40), ss. 1, 3.

This was a motion on behalf of the plaintiff, Mr. John Edward Ellis, for an injunction pursuant to section 3 of the Corrupt and Illegal Practices Prevention Act, 1895, restraining the defendants, their officers, servants, and agents, from making, publishing, or circulating, or causing or authorizing to be made, published, or circulated, any false statement of fact in relation to the personal character or conduct of the plaintiff (who is the late member for, and now a candidate at the pending Parliamentary election, for the Rushcliffe Division of Nottinghamshire) that, or to the effect that, during the months of August and September, 1899, or at any other time, the plaintiff was in correspondence with the enemy, or is or may be found on the side of Britain's enemies, or was, or behaved, or acted as a traitor, or any other statements to the like effect. In support of the motion it was said that the object of the motion was to restrain the publication by the defendants of a poster, which was in the following terms: "Radical Traitors. Things that every Briton should remember. During the months of August and September, 1899, the British Government were engaged in negotiations upon which depended the awful issue of peace or war. The grievances of the British subjects in South Africa were admitted by the most rabid Radicals. During this time, when it was the duty of every patriotic Briton to support the Government, Radical members of the House of Commons were in correspondence with the enemy. Mr. John E. Ellis, Radical member for the Rushcliffe Division of Nottinghamshire, who was in 1895 Radical candidate for the Speakership: 'We want a stream of "facts" concerning suppression of telegrams, opening of letters, arbitrary arrests, unfair trial, unjustifiable prison treatment, interference with free speech at meetings, but much information sent lacks the element of fulness, detail, and accuracy, which are vital for Parliamentary purposes.' Dr. G. B. Clark, M.P. for Caithness, writing to Mr. Kruger on the 29th of September, ten days before war broke out: 'My dear President Kruger,—It might strengthen you in this struggle that seems inevitable if you were to seize all the passes. Mr. Montagu White and Baron de Quarles will go across to Brussels. I shall keep them acquainted as far as possible with trend of feeling here, and they will be able to send on any information they may think desirable to you.' Mr. Labouchere, M.P. for Northampton, writing to Mr. Montagu White, Mr. Kruger's representative, on the 2nd of August, said: 'The President has a great opportunity to give Joe another fall. . . . The great thing is to gain time. In a few months we shall be howling about something in another part of the world.' Is not the tone of these letters in keeping with the actions of a large proportion of the Radical party, who are always found on the side of Britain's enemies? These men are always to be found voting in the House of Commons with scores of other Radicals on the side of the enemies of our country! Electors! Make no mistake! See that the interests of our country are not sold by these traitors. Support the Unionist party." Sections 1 and 3 of the Corrupt and Illegal Practices Prevention Act, 1895, are as follows: By section 1.—"Any person who, or the directors of any body or association corporate which before or during any Parliamentary election, shall, for the purpose of affecting the return of any candidate at such election, make or publish any false statement of fact in relation to the personal character or conduct of such candidate shall be guilty of an illegal practice within the meaning of the provisions of the Corrupt and Illegal Practices Prevention Act, 1883, and shall be subject to all the penalties for and consequences of committing an illegal practice in the said Act mentioned, and the said Act shall be taken to be amended as if the illegal practice defined by this Act had been contained therein." By section 3: "Any person who shall make or publish any false statement of fact as aforesaid may be restrained by *interim* or perpetual injunction by the High Court of Justice from any repetition of such false statement or any false statement of a similar character in relation to such candidate, and for the purpose of granting an *interim* injunction *prima facie* proof of the falsity of the statement shall be sufficient." Counsel for the plaintiff referred to the placard. [BUCKLEY, J.—What is the false statement of fact concerning character or conduct of Mr. Ellis?] That during the months of August and September he was in correspondence with the enemy. [BUCKLEY, J.—Where do you get that out of this state-

ment?] It makes a general statement that Radical M.P.'s were in correspondence with the enemy, and then quotes a letter written by Mr. Ellis. [BUCKLEY, J.—It does not say he was in correspondence with the enemy.] His letter was in fact written to a lady friend of his at the Cape. The lady (Mrs. Solly) afterwards wrote the following letter to the Rev. D. Ross, but with this letter Mr. Ellis had nothing whatever to do: "Villa Flora, Newlands, June 5, 1900. Dear Sir,—Though personally a stranger to you, I venture to write on a matter in which we are both interested. Mr. Ellis, one of the Members of Parliament who is anxious to help the South African cause, writes me as follows. 'We want a stream of facts concerning suppression of telegrams, opening of letters, arbitrary arrests, unfair trial, unjustifiable prison treatment, interference with free speech at meetings, but much information sent lacks the element of fulness, detail, and accuracy which are vital for Parliamentary purposes. The names of informants will be treated as confidential.' I have seen passages in the *South African News* in which your name appears, which leads me to believe you can give first-hand information on several of these points, and feel sure I need not urge you to do so. Will you send me a line to say you have received this letter? The address of the Member of Parliament I refer to is John E. Ellis, Esq., M.P., 4, Pont-street, S.W., or House of Commons, Westminster.—Yours sincerely, Mrs. Julia F. Solly." The object of the placard, continued counsel for the plaintiff, clearly was to show that certain Radicals were traitors. The general accusation was backed up by a particular application to the plaintiff. One object of the statute was to prevent a false statement of fact which could be inferred from a reasonable interpretation of the language used. Otherwise it would be possible to make any false statement of fact by innuendo and yet not to be within the Act. That would practically reduce the statute to a dead letter. *Bayley v. Edmunds* (11 Times L. R. 537) and *The Sunderland case* (5 O'M. & Hard. 3) were referred to. [BUCKLEY, J.—Is not this a mere statement of opinion?] Upon behalf of the defendants it was contended that this was merely an argumentative statement, not a statement of fact. An inference would not do. It was simply an argumentative opinion concerning a public man.

BUCKLEY, J.—This is an important application; of great importance in the sense that, so far as I know, this is the first application, with one exception, that has been made under sections 1 and 3 of the Act of 1895. Now it is, of course, familiar to us all that upon the doctrine laid down in *Bonnard v. Perryman* (39 W. R. 435; 1891, 2 Ch. 269) and *Monson v. Tussaud* (1894, 1 Q. B. 671) the question of libel or no libel is a question for the jury and that it is not the practice of the Court to prohibit the publication of a libel except under exceptional circumstances. That being the law with regard to actions for libel, this Act was passed for a special purpose. Inasmuch as it is a statute extending the power of the court to restrain certain defamatory statements, it is necessary to look at the Act carefully. The language of the statute is "false statement of fact," and that language must be used in contrast to a false statement of opinion. The language is not merely a "false statement," but a "false statement of fact." Secondly, the statement must be in relation to the personal character or conduct of the candidate. It must, therefore, be a false statement of fact bearing on a candidate's character or conduct. It is not stated in the placard to whom or when Mr. Ellis wrote the letter. With regard to Mr. Clark and Mr. Labouchere, it does state when and to whom the letters were written. The facts are that Mr. Ellis in May, 1900, wrote, not to the enemy at all, but to a lady at Cape Town, Mrs. Solly, and the letter appears to have contained the passage referring to the "stream of facts." The passage asks for information concerning the Government for the purpose of attacking it in the House of Commons as having exceeded its duty. The whole of it is addressed to matters which would have been done by the Government of this country. Would any intelligent person be likely to write to the Boers for information of this kind? I am asked to draw the inference that it is stated as a fact, and falsely stated, that Mr. Ellis was in correspondence with the Boers for the purpose of obtaining the information. The poster makes no such statement. Nor do I think that is the reasonable construction of it. The object of the poster is to show that he was not supporting the Government, but looking for the means of making an attack upon it. If anything, this is an attack upon Mr. Ellis for having been forgetful of his duty as a patriotic Briton to support the Government. I am of opinion that the Act is meant to include false statements of fact as distinguished from false statements of opinion. In *Bayley v. Edmunds* the statements were false statements of fact. The plaintiff's character was attacked because it was alleged that he had acted hypocritically and against his conscience. In my opinion the statute was meant to include statements of fact as distinguished from opinion. I have nothing to do with the propriety of the poster, although I have an opinion upon the matter. I desire to expressly add, and I do add, that it has been proved before me that Mr. Ellis did not enter into any correspondence with the enemy. He simply wrote to a lady, a British subject, for the purpose of obtaining information which would enable him to criticize the conduct of the Government. There will be no order on the motion except that the costs be costs in the action. Motion dismissed.

—COUNSEL, Lord Coleridge, Q.C., and E. Ford; Lewis Coward. SOLICITORS, Peake, Bird, Collins, & Co.; Hind & Robertson, for Wells & Hind, Nottingham.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

In addition to Sir Francis Maclean, the Chief Justice of Bengal, says the *Pall Mall Gazette*, several other legal dignitaries of the Indian bench are returning to the East from England early in November. These include Mr. Justice Amherst Ali, Mr. Justice Rampini, Mr. Justice Hill, and Mr. Justice Stanley.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

The following programme of the proceedings at the Annual Provincial Meeting, to be held at Weymouth, has been issued:

Monday, October 22.—9 p.m., Mr. and Mrs. Benjamin Morris, Mayor and Mayoress of Weymouth, invite the president, Council and members of the society, and the president and members of the Dorset Law Society, and ladies accompanying them, to a reception at the Sidney Hall. Presidents of law societies are requested to wear their badges. Reception 9 to 10. Carriages may be ordered for 11 p.m.

Tuesday, October 23.—11 a.m., Members will be welcomed at the Sidney Hall by the Mayor. The president of the Incorporated Law Society, U.K. (Mr. Robert Ellett, Cirencester) will deliver his inaugural address, which will be followed by the reading and discussion of papers. 1.30 to 2.30 p.m., Luncheon at the Sidney Hall. Tickets, 2s. 6d. each, must be previously obtained at the Inquiry Office, first room on left of main entrance. Admission will be by ticket only. Application should be made before 11.30 a.m. 2.30 to 4.30 p.m., Reading and discussion of papers resumed in large hall. 8.30 p.m., Mr. Alfred Pope, J.P., president of the Dorset Law Society, and Mrs. Alfred Pope will be at home at the Hotel Burdon to the president and Council and all members of the Incorporated Law Society and Dorset Law Society, and ladies accompanying them. Presidents of law societies are requested to wear their badges. There will be a concert following the reception. Carriages may be ordered for 11 p.m.

Wednesday, October 24.—10 a.m., Meeting of the Solicitors' Benevolent Association at the Sidney Hall. 11 a.m., Reading and discussion of papers resumed. 1.30 to 2.30 p.m., Luncheon at the Sidney Hall. Tickets to be obtained as before at the Inquiry Office before 11.30 a.m. 2.30 to 4.30 p.m., Reading and discussion of papers in large hall resumed. Close of the business of the meeting. 7 p.m., Banquet at the Royal Hotel, Weymouth. The chair will be taken by Mr. Alfred Pope, president of the Dorset Law Society. Presidents of law societies are requested to wear their badges. Members desiring to attend the banquet must intimate their intention before the 9th of October.

Thursday, October 25.—On this day there will be two alternative excursions: (1) Visit to Whitehead's Torpedo Works, H.M. training ships and H.M.S. *Alexandra* (if in Portland Roads), Portland quarries, and light-houses. Carriage tickets 3s. 6d. each. (2) Marine excursion to Lulworth (weather permitting), or visiting the Channel or Reserve Squadrons, if then in Portland Roads. Steamer ticket 2s. In both excursions luncheon will be provided.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Oct. 2.—Chairman, Mr. W. Arnold Jolly.—The subject for debate was: "That the case of *Nash v. De Freville* (C. A. 1900, 2 Q. B. 72) was wrongly decided." Mr. E. L. Chapman opened in the affirmative; Mr. Arthur F. Raisen seconded in the affirmative. Mr. R. P. Johnson opened in the negative; Mr. A. B. Russell seconded in the negative. The following members also spoke: In the affirmative, Mr. H. R. Hodder, Mr. W. E. Singleton; in the negative, Mr. J. R. Smith, Mr. N. Reynolds, Mr. E. A. Bell, Mr. F. H. Stevens. Mr. Chapman having replied, the chairman summed up, and the motion was lost by six votes.

LEGAL NEWS.

CHANGES IN PARTNERSHIP.

ADMISSION.

Messrs. NEVE & BECK, solicitors, of 21, Lime-street, London, have admitted into partnership with them Mr. CYRIL H. KIRBY, who has for several years been associated with them in the management of their business. The practice will be continued at the above address under the style of Neve, Beck, & Kirby.

DISSOLUTIONS.

ARTHUR WILLIAM HURRELL and FREVILLE GURNEY CHRISTOPHER, solicitors (Hurrell, Christopher, & Co.), 33, Cornhill, E.C. Sept. 15. Freville Gurney Christopher will carry on the business under the old style.

[Gazette, Sept. 28.]

JOSIAH DEAN and JOHN MAXWELL McMASTER, solicitors (J. B. Wilson, Dean, & McMaster), Liverpool. Oct. 1.

JOHN HERBERT JONES and JOHN OWEN GRIFFITH PUGH EVANS, solicitors (J. Herbert Jones & Evans), Llanrwst and Colwyn Bay. Oct. 1.

ADAM RIVERS STEELE and HARMER STEELE, solicitors (A. R. & H. Steele), 21, College-hill, E.C. Sept. 29. The said A. R. Steele retires from the business, which will be carried on by the said H. Steele alone.

GEORGE THOMAS WOODROOFE and HENRY EDWARD BURGESS, solicitors (Woodroffe & Burgess), 1, New-square, Lincoln's-inn. Sept. 29.

[Gazette, Oct. 2.]

GENERAL.

A motor-car driver was, says the *St. James's Gazette*, at Coventry on Wednesday charged with furious driving. Magistrate: What pace did it go?—Defending Solicitor: Well, we went for a 1,070 majority. No penalty.

The *St. James's Gazette* says that on Monday last Mr. Bernard Abrahams, solicitor at Marlborough-street, was released from Pentonville Prison; and that during his term of six months he has enjoyed good health, and has increased in weight, besides getting good conduct stripes.

The following are the arrangements made by the Queen's Bench judges for constituting their courts during the ensuing Michaelmas sittings, viz.: The Lord Chief Justice, when appointed, and Justices Mathew, Lawrance, Kennedy, Ridley, Bigham, and Darling will sit to form Divisional Courts; Justices Day, Wills, Grantham, Wright, Channell, Phillimore, and Bucknill will try actions; and Mr. Justice Bruce will attend at chambers.

An American view of lawyers. In a certain community, says the *Albany Law Journal*, a lawyer died who was a most popular and worthy man; and, among other virtues inscribed upon his tombstone, was this: "A lawyer and an honest man." Some years afterward a farmers' alliance convention was held in the town, and one of the delegates, being of a sentimental turn, visited the "silent city," and, in rambling among the tombs, was struck with the inscription: "A lawyer and an honest man." He was lost in thought, and, when run upon by a fellow farmer, who, noticing his abstraction, asked if he had found the grave of a dear friend or relative, said: "No, but I am wondering why they came to bury these two fellows in the same grave."

Among other questions the courts have recently been called upon to consider is, says the *Albany Law Journal*, that of proper dress for men in public. The case referred to was brought by one, H. Garrett Smith, against the Chesapeake and Ohio Railway Co., the cause of action having arisen out of the fact that Mr. Smith, who had bought a ticket on the company's steamer, Louise, desired to sit in the saloon in his shirt sleeves. The officers of the boat disagreed with Mr. Smith on the question as to whether this constituted a proper apparel in which to appear before ladies. On the trial, the jury agreed with the officers of the boat and Mr. Smith lost his case. This question having been decided, it will only be a short time before the shirt-waist will have to be judicially passed upon, numerous enterprising individuals having persisted, with varying results, in entering the dining-rooms of hotels arrayed in this garment and minus their coats.

At Southwark County Court last week, says the *Times*, his Honour Judge Addison, Q.C., decided an interesting point under the Workmen's Compensation Act, when the *Southwark Press*, of Westminster-bridge-road, asked that an award of 3s. 6d. per week to Robert Pomphrey, an injured workman, might be reviewed with a view to its suspension. It appeared that Pomphrey was apprenticed to the *Southwark Press* as a machine-minder for seven years. In February last one of his hands was injured in such a manner that he could not complete his apprenticeship. Consequently his indentures were cancelled, and he was employed as a labourer at the same wages as he would have received had he remained an apprentice, but in addition it was agreed that he should receive 3s. 6d. per week under the Compensation Act. The present application was that his Honour might suspend this payment, as the workman was receiving as much money as he would have done had he remained an apprentice. Mr. Hurd, solicitor, who supported the application, said the trade union rate of pay of a labourer was 18s., whilst that of a machine-minder when out of his time was 38s. In the seventh year of the applicant's apprenticeship he would have received 17s. 9d., so that the fact that he was a labourer would not affect his wages for another five years. After that he could claim compensation if he found any diminution in his wages as the result of the injury. His Honour refused to agree with this contention, remarking that the fact that the applicant was not being taught a trade which would enable him to earn 38s. when out of his time proved that he was sustaining a present loss every week. Mr. Hurd replied that only actual wages at the present time could be taken into account under the Act. That he was not being taught a trade did not come within the scope of the Act. His Honour said this was a lawyer's idea, but not that of a business man. He dismissed the application with costs.

An interesting adjudication, says the *Albany Law Journal*, defining, to some extent, how far one may go in attacking the character of a candidate for public office, was made by the Supreme Court of Michigan in *Eikhoff v. Gilbert*. It was held that a circular addressed to voters requesting them to vote against a certain candidate for representative, "because in the last Legislature he championed measures opposed to the moral interests of the community," without stating the measures supported, is not privileged, for it is a statement of a fact libellous *per se*, and affords no opportunity to judge whether or not the statement was a proper deduction from the facts upon which it was based. It was also held that, in an action for libel for distributing a circular requesting voters to vote against a candidate because he had supported legislation opposed to the moral interests of the community, it is a question for the jury whether the supporting of measures permitting sales of liquors on legal holidays and on election days after the close of the polls was opposed to the moral interests of the community. The court below took the view that the publication of the circular referred to was privileged, and therefore directed a verdict for the defendants. The Supreme Court, in reversing the decision, said: "If one states that a candidate is a thief, without qualification, he communicates a fact pertaining to his fitness; but it is a slander if untrue, whether it was made in good faith or not, although, had he stated the exact facts, and expressed the opinion that they amounted to stealing, though they did not technically constitute the offence of larceny, the communication might be privileged. The difficulty in this case is that the defendants have been permitted to limit their statement by proof of their intended meaning, while the writing itself contained no hint of limitation. . . . We are of opinion that

the court erred in saying that the words were privileged. Not being privileged, it should have been left to the jury to say whether the evidence shewed that plaintiff's support of these measures was opposed to the moral interests of the community, as a matter of fact; in other words, to determine the truth of the charge."

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Oct. 11.—Messrs. G. C. & T. MOORE, at the Mart, at 2:—30 Leasehold Houses in Homerton, and 30 Houses at Canning Town; let at about £2,000 per annum; 6 Houses at Hackney, 6 Dwelling-houses at Poplar, and a House in Lincoln-street, Bow. (See advertisement, Sept 22, p. 4.)

Oct. 11.—Messrs. STIMSON & SONS, at the Mart, at 2:—A Policy of Insurance for £1,000, with bonus additions of £201; gentleman aged 70. Reversion to One-fifth Share in £6,000 India 3½ per Cent. Stock invested for the payment of annuities amounting to £251 per annum, subject to the lives of six ladies whose ages vary from 73 to 83 years. Solicitors, Messrs. Burton & Son, London.—Freehold Ground-lease of £147 4s. per annum. Solicitors, Messrs. Fowke & Son, London. (See advertisements, Sept. 29, p. 3.)

RESULT OF SALE.

REVERSIONS, LIFE POLICIES, AND DEBENTURES.

Messrs. H. E. FOSTER & CRAWFORD disposed of all the lots on this list with one exception, at their Periodical Sale No. 676 at the Mart, E.C., on Thursday last:—

REVERSIONS:

Absolute to £600; lives 63 and 60 Sold £260

Absolute to £1,000; life 66 " " 590

LIFE POLICIES:

£9,000, with profits, National Provident; life 50 " 585

£500, with profits, City of Glasgow; life 56 " 180

£500, with profits, Norwich Union; life 63 " 260

DEBENTURES:

New York Breweries Co. (Ltd.): 5 £100 6 per Cent. First Debentures ... 375

Messrs. C. C. & T. MOORE sold at the Auction Mart, on Thursday, some Shares in the Phoenix Property and Investment Co., a Public-house, a Beerhouse, and various Freehold and Leasehold Investments in various districts of London. Every lot sold, among which we may specify the "Royal George" beerhouse, Valence-road, Whitechapel, £1,150; the "Crown and Anchor" Burton-street, £1,630; the block of freehold property in Elwood-street, £2,150; a shop in St. John's-road, Hoxton, £280; three houses in Myrtle-street, £1,870; three houses in British-street, Bow, £1,290; four in Usher-road, Old Ford, £1,150. The result of sale was £18,070.

WINDING UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BALTIC CO. LIMITED.—Creditors are required, on or before Nov 10, to send their names and addresses, and the particulars of their debts or claims, to Messrs. M. E. Rodocanachi, E. Majdler, and F. W. Pixley, c/o Messrs. Jackson, Pixley, & Co, 55, Coleman st. Palace & Co. 14, St. Helen's pl, solrs for liquidator.

FARMERS CO-OPERATIVE ASSOCIATION, LIMITED.—Creditors are required, on or before Nov 8, to send their names and addresses, and the particulars of their debts or claims, to Thomas James Agat, 9, Bucklersbury. Haines, 68, Lincoln's inn fields, solrs for liquidator.

KENTS ROLLER FLOUR MILLS, LIMITED.—Creditors are required, on or before Nov 7, to send their names and addresses, and the particulars of their debts or claims, to William Clifton, St Peter's chambers, Nottingham, solrs for liquidator.

MATCHLESS GAS LIGHTING SYNDICATE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Nov 12, to send their names and addresses, and the particulars of their debts or claims, to Arthur Easton Mack, 130, Queen Victoria st.

ROLLER-BEARING CO. LIMITED (IN LIQUIDATION).—Creditors are required, on or before Nov 9, to send their names and addresses, and the particulars of their debts or claims, to F. Lindsay Fisher, Portland House, Basinghall st. Ashurst & Co, 17, Throgmorton avenue, solrs for liquidator.

SALAMIN PATENT CARRIAGE WHEEL CO. LIMITED.—Creditors are required, on or before Oct 9, to send their names and addresses, and the particulars of their debts or claims, to Frederick Henry Pollexfen, 13, King William st. Browne, 13, King William st, solrs for liquidator.

WINDLEDOX SPORTS CLUB, LIMITED.—Ptn for winding up, presented Sept 21, directed to be heard on Oct 14. Carr & Co, 325, High Holborn, solrs for ptns. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACTIVELY, LIMITED.—Creditors are required, on or before Nov 8, to send their names and addresses, and the particulars of their debts or claims, to E. M. Sharp, 120, Colmore row, Birmingham. Wragge & Co, solrs for liquidator.

BOSCOMBE PALE, FOLKSTOWN, AND SOUTHERN OCEANIC SYNDICATE, LIMITED.—Creditors are required, on or before Nov 13, to send their names and addresses, and the particulars of their debts or claims, to Arthur Williams, Metro, ole chambers, Bournemouth. Drutt, Bournemouth, solrs for liquidator.

DURANGO COFFEE SYNDICATE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Nov 3, to send their names and addresses, and the particulars of their debts or claims, to Walter Bramall, 7-11, Moorgate st. Gremp & Co, 1 and 2, George st, Mansion House, solrs for liquidator.

NICHOL & CROWTHER, LIMITED.—Ptn for winding up, presented Sept 21, directed to be heard before Buckley, J., on Oct 10. Southam & Glasley, 78, Cross st, Manchester, petitioning credit rs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 8.

RECORDING TELEGRAPHS, LIMITED.—Ptn for winding up, presented Sept 25, directed to be heard Oct 24. Maddison, 6, Old Jewry, solrs to ptns. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 23.

WILLIAM BROWN & CO. LIMITED.—Creditors are required, on or before Nov 3, to send their names and addresses, and the particulars of their debts or claims, to John Gordon Byron Watson, 44, Hamilton sq, Birkenhead. Thompson & Co, Birkenhead, solrs for liquidator.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

APPLETON, ANNE ELIZABETH, Great Ayrton York. Nov 12 Watson & Co. Stockton on Tees
ASQUITH, WILLIAM, Halifax, Inmkeeper Oct 1 Barstow & Midgley, Halifax
BEUFORD, GEORGE, Edgbaston, Warwick, Licensed Victualler Oct 22 Fowke & Son, Birmingham

BUGG, EDWIN, Brighton Oct 7 Foy & Co, Clifford's inn
BOWEN, REV JOHN, Talgarth, Brecon Nov 25 Mannings, Old Broad st
BUDG, FRANCIS, Basingstoke, Southampton Sept 20 Bayley Basingstoke
CLARK, HENRY BINGLEY, Merton, Surrey, Solicitor Oct 29 Burgoyne & Greatbath, Oxford st

CROSBY, FRANCIS GERTRUDE, Bath Oct 13 Gill & Bush, Bath
ELLIS, HENRY, Liverpool Sept 1 Cornhill, Liverpool
ELLISON, GEORGE PAGET, Southam Hall, Lines Oct 1 Danby & Co, Lincoln
HALL, JOHN, Wrexham, Norfolk, Sanitary Inspector Oct 8 Goodchild, Norwich
HARDY, CLARA KATE, St Oysth, Essex Sept 29 Synnot, Manningtree
HARMAN, FRANCIS, Brighton Oct 10 Howlett & Clarke, Brighton

HESLEHURST, SARAH, Middlesbrough Oct 1 Thompson, Middlesbrough
HUDSON, JOHN, Cheddar, Somerset Oct 22 Gwynn & Masters, Bristol
HULME, GEORGE, Heaton Chapel, Lancs, Colour Manufacturer Oct 6 Boots & Co, Manchester

ISAAC, HENRY, Iron Actn. Glos, Farmer Oct 13 Tanner & Clarke, Bristol
LAZONBY, MRS ANNE, Headingley, Leeds Sept 17 Bond & Co, Leeds
PARKER, HENRY, Pinnerhouse, Daresbury, Malvern, Worcester Oct 29 Pinnent & Co, Birmingham

PARRATT, MARY ANN, Halifax Oct 1 Barstow & Midgley, Halifax
STAVELEY, THIRZA, Tollerbury, Essex Oct 18 Lea, Colchester
STROBEL, ANTONIE, Kirchrode, Germany Nov 10 Mason & Co, Gresham st

THOMPSON, WILLIAM CHAPPELL, Bristol Oct 22 Gwynn & Masters, Bristol
TURNER, WILLIAM, Stockp rt Oct 20 Yates, Southport
TWELVETREES, RICHARD HARPER, Hornsey Oct 16 Tokesley, Lambton rd, Hornsey Rise

WALFORD, THOMAS, Solihull, Warwick Oct 31 Fellows & Rider, Lancaster pl, strand
WINDING, JACOB, Nottingham, Merchant Oct 22 Maples & McGrath, Nottingham
WILLIAMS, ANNE, Hologyn Landdaniel, Anglesey Sept 30 Rowland, Bangor

WITHERS, JAMES TUCK, Arundel st, Strand, solicitor Oct 22 Withers & Co, Arundel st, Strand
ZAKREWEK, CLARA WILHELMINE VON, Hove, Sussex Oct 6 Cruessmann & Rouse, Gracechurch st

London Gazette.—FRIDAY, Sept. 14.

ARCHER, THOMAS, Grimsby, Norfolk Oct 11 Partridge & Co, King's Lynn
ARRETT, JOHN JAMES, Blackheath Nov 14 Tappin & Co, Fenchurch st
BARBER, WILLIAM, Ippelen, Devon, Farmer Oct 23 Baker & Co, Newton Abbot

BECKTON, HENRY, Darlington Oct 1 Gilling, Harrogate
BUTLER, FREDERICK, Birmingham, Ironmonger Oct 31 Rabnett, Birmingham
CHARNLEY, JOHN JAMES, Crozier st, Lambeth Oct 23 Gordon, Golden sq, Regent st

DELUP, REBECCA, Newcastle upon Tyne Nov 1 Sutton & Millons, Newcastle upon Tyne
ENFICK, RICHARD, Milton next Sittingbourne, Kent Oct 8 Wink & Co, Sittingbourne
ELLIS, BARBARA MARY, Stroud Green Oct 20 Stothart, Coleman st

ELLISON, GEORGE PAGET, Southam Hall, Lincoln Oct 1 Danby & Co, Lincoln
FEARLEY, MILFORD, Overden, Halifax, Worsted spinner Oct 31 Jubb & Co, Halifax
FORD, WILLIAM, Goodwin rd, Norfolk, Farmer Oct 11 Matthews, Swanham

FORT, WILLIAM HENRY, Halifax, Grocer Oct 8 Day, Halifax
FRASER, MARY ANN, Fenstanton, Hunts Oct 30 Tebb & Son, Bedford
FREETH, ELLEN, Nottingham Nov 7 Watson & Co, Nottingham

GANE, WILLIAM, Frome, Somerset, Farmer Sept 29 Cruitwell & Co, Frome
GATES, EDWIN CHARLES, Farnborough, Southampton, Grocer Oct 11 Hollett & Co, Aldershot

GILES, ARTHUR BRICKWOOD, Hillingdon Nov 3 Gush & Co, Finsbury circus
GODDEN, EDWARD, Sheldwick, Kent Nov 29 Johnson, Faversham
GOLDWORTHY, JULIA ANN, Amador, California, U S Oct 5 Paige & Grylla, Redruth

GRADWELL, SAMUEL, Manchester, Hotel Keeper Nov 11 Bygott & Sons, Sandbach, Cheshire
GREENHALGH, RICHARD, Oldham, Cotton Mill Manager Nov 3 Innes, Manchester

HAWKERY, ANDREW, St Helens, Lancs, Cabinet Maker Oct 31 Fox, St Helens
HEADING, JAMES, Gosport, Hants, Yeoman Oct 16 Haines, Faringdon
JAMIESON, JOHN ARTHUR, South Melbourne, Victoria Oct 24 St Barbe & Co, Delahay st, Westminster

KAYE, WILLIAM, Altrincham Oct 31 Tallant-Bateman & Thwaites, Manchester
LAKES, ROBERT, SOULS, and ROBERT RASHLEIGH LAKES, St Austell, Cornwall Oct 6 Shilton & Co, St Austell

LOOKER, RICHARD, Cambridge, Clerk Oct 12 Francis & Co, Cambridge
LYE, HENRY JOHN, Crawkema, Builder Oct 29 Saunders, Grewkema
MACAULAY, WILLIAM HENRY, Leicester Oct 22 Macaulay & Bennett, Leicester

MEDLICOTT, ELIZABETH MARY BOLTON, Cookham, Berks Oct 13 Thomas, Maidenhead
MOON, GEORGE, Waltham, Kent, Victualler Oct 20 Fielding, Canterbury
PERRY, LIONEL FREDERICK, Southampton Oct 27 Paris & Co, Southampton

POWER, BONAMY MARSHALL, Buckingham Palace Oct 31 Bowman & Hayward, Bedford row

RYNIE, WILLIAM DONALD, Sun ct, Cornhill, Merchant Nov 1 Rowell & Co, Bedford row
RIMMON, WILLIAM, Leigh, Lancs Oct 18 Gilroy & Speakman, Leigh
SLATER, HERBERT, Morecambe, Lancs, Butcher Oct 12 Richards & Hurst, Ashton under Lyne

SOMERVILLE, HARRIET SOPHY, Grove Park, Kent Oct 11 Hicklin & Co, Trinity sq, Southwark

TWEEDALE, JAMES, Hyde, Chester, Grocer Nov 20 Brownson, Hyde
TYLOR, CAROLINE, Gravesend Oct 5 Glynes, Grosvenor rd, South Belgravia
WATSON, HERBERT, Sheffield, Asphaltor Dec 7 Taylor & Co, Sheffield

YARD, THOMAS, Leicester Oct 22 Macaulay & Bennett, Leicester

London Gazette.—TUESDAY, Sept. 18.

BEHNERT, JOHN, Liverpool Dec 1 Gregson & Birckbeck Wilson, Liverpool
BIGGIN, ALEXANDER, Sheffield, Electro Plate Merchant Dec 1 Taylor & Co, Sheffield
BOWDLER, THOMAS, and ELIZABETH BOWDLER, Shrewsbury, Salop Oct 27 Nutsey & Payne, Shrewsbury

BRILLFORD, CHARLES, Wadale Bridge, Sheffield, Engineer Aug 29 Taylor & Co, Sheffield

BROWN, WILLIAM HENRY, Market Lavington, Wils Nov 1 Radcliffe, Devizes
BULLOCK, HORACE, Eye, Suffolk, Painter, Whitton & Co, Eye
BUSBY, THOMAS, Sparkbrook, Birmingham, Grocer Nov 10 Sanders & Pariah, Birmingham

CORRY, CHARLES, Maddox ct Oct 13 Barker, Bedford row
COX, JAMES CRIPPS, Barcombe, Sussex, Cordwainer Oct 20 Nye & Clewer, Brighton
CROSSLIN, JOHN EDWARD, Havrogate, York, Drysalter Oct 20 Ford & Warren, Leeds

DEAVIN, HARRY FRECY, East Dulwich grove Oct 23 Pegler, St Bonet chambers, Fenchurch st

DIXON, JOHN FROFORTH, Diden, Southampton Nov 30 Merriman & Co, King's Bench walk Temple

DROVER, THOMAS HENRY, Farnham, Surrey, Smith Oct 15 Hollett & Co, Farnham
DUBSON, GEORGE, Penrith, Marine Store Dealer Oct 16 Arnison & Co, Penrith
EGREMONT, FRANCES MARIA, Gosport, Hants Nov 1 Brown & Co, Walsfield

ELLIS FREDERICK JOHN, Souths Oct 27 Davies, Strand
GOLDEN, MARTHA, Folkestone Dec 4 Dawes & Sons, Angel ct
GREANE EMMA, Cheltenham Oct 31 Weyman & Weyman, Ludlow, Salop

HETGATE, REV THOMAS EDMUND, Southend on Sea Nov 8 Dawes & Sons, Angel ct
INGLEDIEF, VALENTINE OTWAY, Victoria st, Westminster Oct 31 Leighton & Savory, Chancery ln, Strand

LEINFOR, CHARLES WOMBWELL, York, Joiner Oct 15 Raley & Sons, Barnsley
MALLINSON JEREMIAH, Wyke, Bradford Oct 15 Farrar & Crowther, Bradford
MANN, Capt HORACE, Theydon Bois, Essex Oct 23 Goddard, Old Serjeants' ln, Chancery ln

MARKS, JOHN ROWE, Northampton, Boot Manufacturer Oct 30 Phillips, Northampton
OSBORN, GEORGE BAILEY, Brisbane, Queensland, Builder Oct 31 Bowman & Hayward, Bedford row

ROBINSON, JAMES MARION, Winchester Oct 15 Dowling, Winchester
SARR, JANE, Eye, Suffolk Oct 20 Lawton & Co, Eye
STARRS, LAURA, Trichenham Oct 16 Wright & Co, Liverpool

WADSWORTH, FANNY, Gresham, York Sept 30 Marshall, Halifax
WHITMORE, WILLIAM, Edgbaston, Birmingham Oct 18 Beale & Co, Birmingham
WOMERLEY, CHARLES JOHN, Hastings Oct 30 Atkinson & Atkinson, Hastings

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation."—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, SEPT. 28.

RECEIVING ORDERS.

ALBERT, HENRY, Tottenham Court rd, Licensed Victualler High Court Pet Aug 31 Ord Sept 24
 ALLOP, ALBERT EDWARD, Sutton in Ashfield, Notts, Journeyman Baker Nottingham Pet Sept 23 Ord Sept 26
 BARROCCO, UGO, Fowkes bldgs, Great Tower st, Provision Importer High Court Pet Sept 4 Ord Sept 22
 BILLOWS, ALBERT EDWARD, Oakham, Rutland, Photographer Leicester Pet Sept 24 Ord Sept 24
 BROADHURST, CHARLES HENSON, Bournemouth, Physician Poole Pet Sept 17 Ord July 25
 BRUNTON, FREDERICK SEPTIMUS, West Kensington, Engineer High Court Pet Aug 23 Ord Sept 24
 BURELY, CHARLES JOHN, Balsall Heath, Worcester, Grocer Birmingham Pet Sept 24 Ord Sept 24
 BUTCHER, CHARLES, Highbury, Clerk High Court Pet Sept 25 Ord Sept 25
 DAVIES, ISAAC PERKS, Flint, Grocer Chester Pet Sept 14 Ord Sept 26
 DRINKWATER, WILLIAM, Grimbury, Banbury, Oxon, Butcher Banbury Pet Sept 25 Ord Sept 25
 EASTWOOD, ROBERT, Bowles, Lancs, Innkeeper Oldham Pet Sept 11 Ord Sept 24
 GILBORN, WILLIAM HENRY, Manchester, Tobacconist Manchester Pet Sept 11 Ord Sept 24
 GRAYNES, THOMAS WILLIAM, and WILLIAM GEORGE RANDALL, East India Dock rd, Electrical Engineers High Court Pet Sept 25 Ord Sept 25
 HALL, JAMES COCKBURN, Holyhead, Anglesey, Watchmaker Bangor Pet Sept 21 Ord Sept 21
 HOULE, ROBERT ERNEST, Dover, Veterinary Surgeon Canterbury Pet Sept 25 Ord Sept 25
 HOLLAND, GAMALIEL, jun, Denton, Lancs, Fishmonger Ashton under Lyne Pet Sept 24 Ord Sept 25
 HOOLE, ELLIS, Brinscall, Lancs Bolton Pet Sept 8 Ord Sept 25
 HOWELL, ALFRED, Halifax, Hatter Halifax Pet Sept 24 Ord Sept 24
 HYBLON, WILLIAM, Paternoster row, Tailor High Court Pet Sept 25 Ord Sept 25
 JAMES, EDWIN, Aberaman, Aberdare, Milk Vendor Aberdare Pet Sept 25 Ord Sept 25
 JUDS, WILLIAM, Cambridge st, Eccleston sq Brighton Pet Aug 25 Ord Sept 26
 LUMB, E. B, Gracechurch st, Accountant High Court Pet July 16 Ord Sept 26
 MAUGHAN, JOHN, Carlisle, Commission Agent Carlisle Pet Sept 24 Ord Sept 24
 MOORES, WALTER GEORGE, Plymouth, Manufacturer Plymouth Pet Sept 26 Ord Sept 26
 NORTON, JOHN ANSOLD, Billiter bldgs High Court Pet Aug 27 Ord Sept 25
 FALK, SAMUEL JOHN, Teignmouth, Butcher's Assistant Exeter Pet Sept 23 Ord Sept 23
 PERCIVAL, J, Maddox st High Court Pet July 12 Ord Sept 26
 PICKLES, JAMES, Pudsey, Yorks, Engineer Bradford Pet Sept 19 Ord Sept 25
 PILLING, THOMAS HECTOR KERHAW, Rochdale, Joiner Rochdale Pet Sept 25 Ord Sept 25
 PUPPET, WILLIAM, South st, Finsbury, Merchant High Court Pet Aug 24 Ord Sept 25
 PUGLEY, JOHN, St Thomas, Exeter, Butcher Exeter Pet Sept 11 Ord Sept 24
 RICE, WILLIAM JOHN, Leicester, Grocer Leicester Pet Sept 24 Ord Sept 24
 RICHARDS, JOHN, Brendon, Devon, Farmer High Court Pet Aug 8 Ord Sept 25
 RICHARDS, JOHN WILLIAM, Aberystwyth, Cardigan, Yeast Agent Aberystwyth Pet Sept 24 Ord Sept 24
 ROBERTS, ALFRED, Bridlington, Lodging house Keeper Scarborough Pet Sept 25 Ord Sept 25
 SHIRAS, JAMES, Cardiff, Licensed Victualler Cardiff Pet Sept 25 Ord Sept 25
 SHEPHERD, DANIEL, Barton Hill, Bristol Grocer Bristol Pet Sept 25 Ord Sept 25
 SNEYLEY, GEORGE, South Normanton, Derby, Builder Derby Pet Sept 13 Ord Sept 24
 SPEDDING, EDWIN HUDSWELL, Barnsley, Yorks, Builders' Merchant Barnsley Pet Sept 24 Ord Sept 24
 STEVEN, GEORGE EDW, Hume, Manchester, Toy Dealer Manchester Pet Sept 5 Ord Sept 26
 TAYLOR, WILLIAM JOHN, Goswell rd High Court Pet Sept 26 Ord Sept 26
 TRALE, WILLIAM, jun, Leeds, Butcher Leeds Pet Sept 22 Ord Sept 23
 VERNITY, FRANCIS THOMAS, Sackville st, Piccadilly, Architect High Court Pet Sept 24 Ord Sept 24
 WEBSTER, WILLIAM ANTHONY, Gilestone, Hereford, Cattle Dealer Oct 8 at 10, 2, Offa st, Hereford
 WELCH, HELEN, Ealing Oct 6 at 11 Off Rec, 35, Temple chambers, Temple av
 WHITEHEAD, DAVID HOYLE, Manchester, Commission Agent Oct 5 at 2.30 Off Rec, Byrom st, Manchester
 WHITING, GEORGE, Kilham, Derby, Grocer Oct 5 at 2.30 Angel Hotel, Chesterfield
 WILSON, JAMES HENSLY, Lancaster, Cycle Dealer Oct 5 at 2.30 Off Rec, 14, Chapel st, Preston
 YATES, EDWARD, Preston, Confectioner Oct 5 at 3 Off Rec, 14, Chapel st, Preston
 Amended notice substituted for that published in the London Gazette of Sept 21:
 IERTON, JOSEPH, Sedgfield, Durham, Labourer Oct 5 at 3 Off Rec, 8, Albert rd, Middlesbrough

ADJUDICATIONS.

ALLOP, ALBERT EDWARD, Sutton in Ashfield, Notts, Journeyman Baker Nottingham Pet Sept 26 Ord Sept 26
 BEAN, CHARLES ALBERT, Wandsworth Wandsworth Pet July 24 Ord Sept 25
 BURELY, CHARLES JOHN, Balsall Heath, Worcester, Grocer Birmingham Pet Sept 24 Ord Sept 25
 BUTCHER, CHARLES, Highbury, Commercial Clerk High Court Pet Sept 25 Ord Sept 25
 CHALLONER, FRANK, Blackpool, Plumber Preston Pet Sept 8 Ord Sept 25
 CLARE, CHARLES, Winslow, Bucks, Coal Merchant Banbury Pet Sept 15 Ord Sept 24
 COCKS, WILLIAM JOHN, Clapham Wandsworth Pet July 24 Ord Sept 26
 COX, EMILY, Handsworth, Goldsmith Birmingham Pet Sept 14 Ord Sept 24
 DICKINSON, RICHARD EDWARD, Kilton, nr Boston, Lines, Grocer Boston Pet Sept 5 Ord Sept 22
 ELSTON, BENJAMIN ROBERT, Swansea, Licensed Victualler Swansea Pet Sept 21 Ord Sept 24
 GRAYDON, NEWHAM, Fenchurch st, Journalist High Court Pet Aug 23 Ord Sept 21
 GERREY, THOMAS WILLIAM, and WILLIAM GEORGE RANDALL, East India Dock rd, Electrical Engineers High Court Pet Sept 25 Ord Sept 25
 HALL, JAMES COCKBURN, Holyhead, Anglesey, Watchmaker Bangor Pet Sept 21 Ord Sept 21
 HARELEY, ALFRED, Clapham, Contractor Wandsworth Pet June 25 Ord Sept 23
 HOGG, JAMES, Alnwick, Flour Merchant Newcastle on Tyne Pet Sept 11 Ord Sept 24
 HOUL, ROBERT ERNEST, Dover, Kent, Veterinary Surgeon Canterbury Pet Sept 25 Ord Sept 25
 HOLLAND, GAMALIEL, jun, Denton, Lancs, Fishmonger Ashton under Lyne Pet Sept 25 Ord Sept 25
 HUGHES, JOSEPH HENRY, and WILLIAM ARTHUR GREEN, Winchester, Builders Winchester Pet Sept 4 Ord Sept 25
 JAMES, EDWIN, Aberaman, Aberdare, Milk Vendor Aberdare Pet Sept 25 Ord Sept 25

JONES, ALBINO CHARLES, Birmingham, Button Maker Birmingham Pet Sept 10 Ord Sept 24
 LEBLUFF, GEORGE JOHN HYPOLITE, Deptford, Horticultural Builder Greenwich Pet Aug 7 Ord Sept 25
 LOVELOCK, EDWARD STRATTON, Jernys st High Court Pet Aug 2 Ord Sept 24
 MAUGHAN, JOHN, Carlisle, Commission Agent Carlisle Pet Sept 24 Ord Sept 24
 MAURICE, THOMAS RICHARD TERENCE, Albert Embankment High Court Pet June 25 Ord Sept 22
 MOORES, WALTER GEORGE, Plymouth, Manufacturer Plymouth Pet Sept 26 Ord Sept 26
 MORGAN, ARTHUR ERNEST, Ross, Hereford Hereford Pet Aug 15 Ord Sept 25
 MORGAN, HENRY, Aberdare, Mod, Grocer Tredegar Pet Sept 11 Ord Sept 25
 PALE, SAMUEL JOHN, Teignmouth, Butcher's Assistant Exeter Pet Sept 23 Ord Sept 23
 PANTHER, WILLIAM SAMUEL, Borough High st, Ham and Beef Dealer High Court Pet Sept 20 Ord Sept 24
 PARKES, SAMUEL, Smethwick, Stafford, Grocer West Bromwich Pet Aug 24 Ord Sept 21
 PHILLIPS, MARK, Salisbury, Wilts, Builder Salisbury Pet Sept 5 Ord Sept 24
 PILLING, THOMAS HECTOR KERHAW, Rochdale, Joiner Rochdale Pet Sept 25 Ord Sept 25
 POWELL, DAVID WARHURST, Cardiff, Builders' Merchant Cardiff Pet Aug 27 Ord Sept 22
 PUDNEY, MATTHEW LUKE, Sandgate, Kent, Tailor Canterbury Pet Sept 14 Ord Sept 25
 PUGH, EDWARD CHARLES, and GEORGE HARRISON SHUTTHAM, Fenton, Staffs stock upon Trent Pet Aug 25 Ord Sept 24
 RICE, WILLIAM JOHN, Leicester, Grocer Leicester Pet Sept 24 Ord Sept 24
 RICHARDS, JOHN WILLIAM, Aberystwyth, Yeast Agent Aberystwyth Pet Sept 24 Ord Sept 24
 ROBERTS, ALFRED, Bridlington, Lodging house Keeper Scarborough Pet Sept 25 Ord Sept 25
 RINE, GEORGE, Luton, Beds, Baker Luton Pet Sept 23 Ord Sept 25
 SPEDDING, EDWIN HUDSWELL, Barnsley, Yorks, Builders' Merchant Barnsley Pet Sept 24 Ord Sept 24
 STANLEY, FREDERICK, Strand, Licensed Victualler High Court Pet July 31 Ord Sept 26
 TAYLOR, JOHN, Banbury, Oxon, Coal Merchant Banbury Pet Sept 12 Ord Sept 24
 TAYLOR, WILLIAM JOHN, Goswell rd High Court Pet Sept 23 Ord Sept 26
 TRALE, WILLIAM, jun, Leeds, Butcher Leeds Pet Sept 22 Ord Sept 23
 TRAYLER, EDWIN, and ARTHUR TRAYLER, Pembroke Dock, Llanelli, Pembroke Dock Ord Sept 4 Ord Sept 25
 VERNITY, FRANCIS THOMAS, Sackville st, Piccadilly, Architect High Court Pet Sept 24 Ord Sept 24
 WHITEHEAD, DAVID HOYLE, Manchester, Commission Agent Salford Pet Aug 29 Ord Sept 24
 WHITTAKER, JOHN COCKRILL, Morecambe, Lancs, Licensed Victualler Preston Pet Sept 25 Ord Sept 25

London Gazette.—TUESDAY, OCT. 2.

RECEIVING ORDERS.

APPS, SAMUEL, and JOHN ERNEST APPS, Sidlesham, nr Chichester, Grocers Brighton Pet Sept 29 Ord Sept 29
 ATKINSON, GEORGE HARRY, Great Grimby, Furniture Dealer Great Grimby Pet Sept 24 Ord Sept 25
 BAILEY, WILLIAM LAWRENCE, jun, Brompton, nr Northallerton, Farmer Northallerton Pet Sept 7 Ord Sept 26
 BARKS, ARTHUR, Dalston, Licensed Victualler Croydon Pet Aug 20 Ord Sept 25
 BATES, SARAH ANN, Hackney High Court Pet Aug 29 Ord Sept 27
 BELL, JOHN, Upper Holloway, Furniture Remover High Court Pet Sept 27 Ord Sept 27
 DAVIES, JOSEPH EVANS, Tredegar, Plumber Tredegar Pet Sept 18 Ord Sept 29
 FRANCIS, HENRY, Market Deeping, Lincs, Farmer, Peterborough Pet Sept 27 Ord Sept 27
 GIFFORD, CHARLES JOHN, Llanelly, Fishmonger Carmarthen Pet Sept 29 Ord Sept 29
 GROSS, ARTHUR FELIX, Hayton, Nottingham, Farmer Lincoln Pet Sept 27 Ord Sept 27
 HILLS, FREDERICK FITZHERBERT, Croydon, Surgeon Croydon Pet June 22 Ord Sept 25
 HOWARD, MONTAGUE PERCY, Dulwich, Estate Agent High Court Pet Sept 27 Ord Sept 27
 HUGHES, WILLIAM D, Llanerchymedd, Anglesey, Butcher Pet Sept 26 Ord Sept 27
 KIRKALL, JOSEPH, Stanningley, Leeds, Worsted Coating Manufacturer Leeds Pet Sept 25 Ord Sept 25
 LOVETT, DAVID, Enfield Edmonton Pet Sept 23 Ord Sept 26
 MONTGOMERY, HENRY, Crewkerne, Brewer Yeovil Pet Sept 25 Ord Sept 25
 NICHOLAS, DANIEL, Tonypany, Glam, Grocer Pontypool Pet Sept 29 Ord Sept 29
 NOBLE, HARRY, Idle, Bradford, Beerhouse Keeper Bradford Pet Sept 27 Ord Sept 27
 OWEN, SOLOMON EDWARD, Handsworth, Butcher Birmingham Pet Sept 11 Ord Sept 25
 PERCIVAL, ARTHUR, Warrington, Gas Stove Fitter Warrington Pet Sept 27 Ord Sept 27
 PRITCHARD, ARTHUR, Northallerton, Victualler High Court Pet Sept 11 Ord Sept 29
 POWELL, JOHN, and WILLIAM MANFIELD, Cardiff, Builders Cardiff Pet Sept 27 Ord Sept 27
 PRICE, JOHN CHARLES WILLIAM, Chesham, Fork Butcher Chesham Pet Sept 25 Ord Sept 25
 RICHARDSON, THOMAS EDWARD, Kingston upon Hull, Wheelwright Kingston upon Hull Pet Sept 29 Ord Sept 29
 ROWLAND, DAVID, Bulwell, Nottingham, Leather Dresser Nottingham Pet Sept 25 Ord Sept 25
 RYLAND, GEORGE, Tewkesbury, Blacksmith Chesham Pet Sept 25 Ord Sept 25
 SCARFE, SAUL, Gorton, Suffolk, Baker Ipswich Pet Sept 27 Ord Sept 27
 VINEY, JOHN HENRY, jun, Liphook, Hants, Builder Guildford Pet Sept 25 Ord Sept 25

WOOD, JOSEPH OLIVER, Gateshead, Barman Newcastle on Tyne Pet Sept 23 Ord Sept 29
Amended notice substituted for that published in the London Gazette of Sept 18:
BAILLY, MONTAGUE AUGUSTUS, Faversham, Surrey, Contractor Croydon Pet Sept 14 Ord Sept 14

FIRST MEETINGS.

ARSON, JOHN, Whiston, Yorks, Joiner Oct 9 at 12 Off Rec, Figs in, Sheffield
ALBERT, HENRY, Tottenham st, Tottenham Court rd, Licensed Victualler Oct 12 at 11 Bankruptcy bldg, Carey st
BATES, SARAH ANN, Lower Clapton rd Oct 10 at 1 Bankruptcy bldg, Carey st
BLAKEWAY, HANNAH, Blackheath, Staffs, Painter Oct 10 at 10.30 Off Rec, Wolverhampton st, Dudley
BROWN, JAMES, Sketty, Glam, Milk Vendor Oct 11 at 12.30 Off Rec, 31, Alexandra rd, Swansea
BRINTON, FREDERICK BERTINUS, Kensington, Engineer Oct 11 at 12 Bankruptcy bldg, Carey st
BUTCHER, CHARLES, Highbury, Clerk Oct 11 at 1 Bankruptcy bldg, Carey st
COCKE, WILLIAM JOHN, Clapham Oct 9 at 11.30 24, Railway app, London Bridge
COLCLOUGH, CHARLES EDWARD, Macclesfield Oct 9 at 11 Off Rec, 23, King Edward st, Macclesfield
ELSTON, BENJAMIN ROBERT, Swansea, Licensed Victualler Oct 11 at 12 Off Rec, 31, Alexandra rd, Swansea
HALL, JAMES COCKBURN, Holyhead, Watchmaker Oct 9 at 3 Crypt chmbrs, Chester
HOOLE, ELLER, Brimsall, Lancs Oct 9 at 10.45 Town Hall, Sale rooms, Chorley
HOWELL, ALFRED, Halifax, Hatter Oct 10 at 3 Off Rec, Townhall chmbrs, Crossley st, Halifax
HOWELL, DAVID, Melinorth, nr Neath, Flannel Merchant Oct 9 at 12.30 Off Rec, 31, Alexandra rd, Swansea
JONES, ALBERTO CHARLES, Birmingham, Button Maker Oct 10 at 11 174, Corporation st, Birmingham
LOVETT, DAVID, Enfield Oct 9 at 3 Off Rec, 95, Temple chmbrs, Temple av
MILLER, FREDERICK W, Croydon, Draper Oct 10 at 11.30 24, Railway app, London Bridge
MORRIS, WILFRED, Hanley, Publisher Oct 9 at 11.30 Off Rec, King st, Newcastle under Lyme
MORTON, DAVID WILLIAM, Southport, Egg Merchant Oct 11 at 10.30 Off Rec, 31, Victoria st, Liverpool
NOBLE, HARRY, Idle, Bradford, Beerhouse Keeper Oct 10 at 11 Off Rec, 31, Manor row, Bradford
OWENS, J. H, Port Talbot, Glam, Builder Oct 9 at 12 Off Rec, 31, Alexandra rd, Swansea
PANTHER, WILLIAM SAMUEL, Borough High st, Ham and Beef Dealer Oct 10 at 12 Bankruptcy bldg, Carey st
PARKINSON, ROBERT DENNIS, Morecambe, Lancs, Joiner Oct 9 at 11 Off Rec, 14, Chapel st, Preston
PULBROOK, ANTHONY, Hammermith Oct 12 at 12 Bankruptcy bldg, Carey st

PRICE, JOSEPH, Cradley Heath, Staffs, Gun Barrel Manufacturer Oct 10 at 11 Off Rec, Wolverhampton st, Dudley
SHAW, EDWIN, York rd, Camden rd, Cheesemonger Oct 11 at 12 Bankruptcy bldg, Carey st
STANDEN, ALFRED ARTHUR, St Ives, Hunts, Coach Builder Oct 9 at 12 Off Rec, 5, Petty Cury, Cambridge
THOMAS, CHARLES, Bexhill, Builder Oct 9 at 2 Off Rec, 24, Railway app, London Bridge

ADJUDICATIONS.

ATKINSON, GEORGE HARRY, Great Grimsby, Furniture Dealer Great Grimsby Pet Sept 24 Ord Sept 28
BAGLEY, THOMAS, Ilkley, York, Stockbroker Leeds Pet Aug 4 Ord Sept 25
BELL, JOHN, Holloway, Furniture Remover High Court Pet Sept 27 Ord Sept 27
BLUNDIE, STEPHEN, Harnall st, Cripplegate High Court Pet Aug 29 Ord Sept 27
BROADHURST, CHARLES HENSON, Bournemouth, Physician Poole Pet Sept 27 Ord Sept 27
DAVIS, JOSEPH EVANS, Tredegar, Mon, Plumber Tredegar Pet Sept 18 Ord Sept 29
DILKE, EMMA GEORGINA, Eaton ter High Court Pet July 4 Ord Sept 28
DU MONT, LOUIS THOMAS WILLIAM, Budge row, Cannon st, Foreign Banker High Court Pet July 20 Ord Sept 28
EDWARDS, WILLIAM, and EDWARD GEORGE MEDWAY, Ethelred st, Kennington Cross, Builders High Court Pet Sept 18 Ord Sept 29
FINDLAY, W J, Fishmongers' Hall st, Merchant High Court Pet April 12 Ord Sept 27
FRANCIS, HENRY, Market Deeping, Lincs, Farmer Peterborough Pet Sept 27 Ord Sept 27
GIFORD, CHARLES JOHN, Llanelli, Fishmonger Carmarthen Pet Sept 29 Ord Sept 29
GILBORN, WILLIAM HENRY, Manchester, Tobacconist Manchester Pet Sept 11 Ord Sept 28
GLADSTONE, JOHN, Bristol, Solicitor Bristol Pet Sept 10 Ord Sept 27
GROSS, ARTHUR FELIX, Hayton, Nottingham, Farmer Lincoln Pet Sept 27 Ord Sept 27
HILDEBRAND, CHARLES ANTHONY, Maddox st High Court Pet Aug 11 Ord Sept 27
HOWELL, ALFRED, Halifax, Hatter Halifax Pet Sept 24 Ord Sept 24
HUGHES, WILLIAM D, Llansorhymedd, Anglesey, Butcher Bangor Pet Sept 26 Ord Sept 27
JENNINGS, RICHARD, and JACOB ALFRED JACOBS, Willesden Green, Builders High Court Pet May 15 Ord Sept 29
KELSALE, JOSEPH, Stanningley, Leeds, Worsted Coating Manufacturer Leeds Pet Sept 28 Ord Sept 28
LOVETT, DAVID, Enfield Edmonton Pet Sept 26 Ord Sept 26
MILLET, FREDERICK W, Croydon, Draper Croydon Pet Aug 7 Ord Sept 27

MONTGOMERY, HENRY, Crewkerne, Brewer Yeovil Pet Sept 28 Ord Sept 28
NICOLLAS, DANIEL, Jompany, Glam, Grocer Pontypridd Pet Sept 29 Ord Sept 29
NOBLE, HARRY, Idle, Bradford, Beerhouse Keeper Bradford Pet Sept 27 Ord Sept 27
OWEN, SOLOMON EDWARD, Handsworth, Butcher Birmingham Pet Sept 11 Ord Sept 28
PERCIVAL, ARTHUR, Warrington, Gas Stove Fitter Warrington Pet Sept 27 Ord Sept 27
PERRY, JAMES EDWARD, Burgess Hill, Sussex Brighton Pet Aug 15 Ord Sept 27
PERRY, WILLIAM, Bexhill, Fruiterer Hastings Pet Aug 21 Ord Sept 27
POWELL, JOHN, and WILLIAM MANSFIELD, Cardiff, Builders Cardiff Pet Sept 27 Ord Sept 27
PRICE, JOHN CHARLES WILLIAM, Cheltenham, Pork Butcher Cheltenham Pet Sept 26 Ord Sept 26
POGLEY, JOHN, St Thomas, Exeter, Butcher Exeter Pet Sept 11 Ord Sept 27
PURKIN, ALFRED ROBERT, Peterborough, Commercial Traveller Peterborough Pet Aug 13 Ord Sept 27
REED, AUDOBE STEPHEN, Bromley, Kent Croydon Pet Sept 5 Ord Sept 27
RICHARDSON, THOMAS EDWARD, Kingston upon Hull, Wheelwright Kingston upon Hull Pet Sept 29 Ord Sept 29
ROSENBLATT, DAVID, Balwell, Nottingham, Leather Dresser Nottingham Pet Sept 25 Ord Sept 25
RYAN, ROY ARTHUR, Brentford, Brickmaker Pet Aug 8 Ord Sept 28
RYLAND, GEORGE, Tewkesbury, Blacksmith Cheltenham Pet Sept 28 Ord Sept 28
SCARFE, SAUL, Grotton, Suffolk, Baker Ipswich Pet Sept 27 Ord Sept 27
SHEPHERD, DANIEL, Bristol, Grocer Bristol Pet Sept 25 Ord Sept 28
SHERIDAN, DUDLEY PERROTT, Abchurch in High Court Pet June 12 Ord Sept 27
STEVENS, GEORGE EDEN, Manchester, Toy Dealer Manchester Pet Sept 6 Ord Sept 28
VINNY, JOHN HENRY, jun, Linbrook, Hants, Builder Guildford Pet Sept 23 Ord Sept 28
VINCOMBE, WILLIAM FREDERICK, Victoria Dock rd, Boot Retailer High Court Pet Sept 17 Ord Sept 29
WALTON, HARTLEY, Nelson, Lancs, General Mill Furnisher Buxley Pet Aug 21 Ord Sept 29
WHITE, SIDNEY, Guiseley, York Leads Pet Aug 14 Ord Sept 27
WINKEL, BAREND MACHIEL, Bishopsgate st, Oilbroker High Court Pet June 27 Ord Sept 29
WOODWARD, FRANCIS WILLIAM WILSON, Montague st, Russell sq High Court Pet July 6 Ord Sept 28

ADJUDICATION ANNULLLED.

CULLEN, WILLIAM ARTHUR, Maxmora rd, East Dulwich. Auctioneer High Court Adjud July 18 Annull Sept 29

INCORPORATED LAW SOCIETY.

CLASSES AND TUITION FOR ARTICLED CLERKS.

TUTORS.

J. CARTER HARRISON, 30, Bedford-row, W.C.—Equity, Conveyancing, Common Law, and Bankruptcy.

LEONARD H. WEST, LL.D., Birkbeck Bank-chambers, Chancery-lane, W.C.—Criminal and Magisterial Law; Probate, Divorce, and Admiralty; and Ecclesiastical Law. Stephen's Commentaries.

CLASSES for Final Students are held at the Hall of the Society on four afternoons each week during the following periods: August to January; January to June.

These periods afford five months' class preparation, and students are advised to subscribe for a full course otherwise the work must necessarily be hurried.

Students may join the classes either before or after the Intermediate Examination without subscribing to the course of Postal instruction, but it is recommended that they should avail themselves of both modes of instruction.

Subscribers to either Class or Postal instruction have the opportunity of consulting the Tutors upon the work of the course in personal interview or by letter at any time.

To those Clerks who are articulated at a distance from large towns systematic instruction with advice and help is given, and a course of preparation through the post has been devised, and is found to be useful where personal tuition is impracticable.

Class instruction is also provided on the selected portions of Stephen's Commentaries and the subjects above named, and it is recommended that the classes should be joined after the expiration of a course of Postal instruction. Students can join the classes at any time, the fees being proportionate to the length of attendance, except that no fee shall be less than that for a three months' course.

Rooms are provided where subscribers may study, and books are supplied without extra charge.

Periodical test examinations are held by the Tutors.

The Classes for Intermediate Students are held in the Hall of the Society on three afternoons in each week during the following periods: August to November; October to January; January to April; March to June.

Subscribers may subscribe for successive classes.

Books can be obtained from Messrs. Stevens & Sons, or other law lending library, for an annual subscription of a guinea and a-half to cover the course of work for the Final Examination, and Stephen's Commentaries can be supplied to either Class or Postal Subscribers, at an annual subscription of one guinea, on application to the Tutor, Dr. West.

In the case of students who have not passed the Intermediate Examination the Postal instruction is by means of monthly papers, and deals with the selected portions of Stephen's Commentaries.

For those who have passed the Intermediate Examination instruction is

afforded by fortnightly papers, and embraces the following subjects: Equity Conveyancing, Common Law, Bankruptcy, Criminal and Magisterial Law Probate, Divorce, Admiralty, and Ecclesiastical Law.

These papers both before and after the Intermediate Examinations are varied each year, so that students who may subscribe for more than one year's tuition receive additional assistance.

These courses may be commenced at any time, but the Tutors recommend that the Intermediate course should be commenced at an early stage of the Articles, and the Final course soon after the Intermediate Examination has been passed.

The results obtained have been satisfactory. Many pupils have obtained honours, and the percentage of passes is a high one, exceeding 85 per cent. of between three and four hundred pupils who last presented themselves for examination. It has happened on several occasions that all Class pupils have been successful, and the same has occurred in the case of subscribers to the Correspondence Courses.

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Class Instruction, 5 months...	£9 9 0
" " after previous Postal Instruction...	7 7 0
" " 4 months...	8 8 0
" " after previous Postal Instruction...	6 6 0
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Postal Instruction, 2 years...	8 8 0
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Cheques and Post Office Orders should be made payable to the SECRETARY, and crossed "Messrs. BARCLAY & CO., LIMITED."

Law Society's Hall, Chancery-lane. June, 1898.